# Section 32 Statement

#### Division 2 of Part ii Section 32 of the Sale of Land Act 1962 (Victoria)

A vendor under a contract for the sale of land must give to a purchaser, **before** the purchaser signs the contract, a statement **signed by the vendor** that contains the matters and attaches the documents specified in this Division.

Land: 22 Shoal Circuit, Doreen 3754

Vendor(s): Warnege Tilesh Fonseka

Saroji Chandima Fonseka

Certificate(s) of Title:

Volume: 11304

Folio: 348

Matters affecting the land the land being sold:

#### Section 32A Financial matters in respect of the land

**32A(a)** – particulars of any mortgage (whether registered or unregistered) over the land, which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, including the particulars specified in Schedule 1:

Nil, any existing mortgage will be discharged.

32A(b) – particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge:

Nil, other than apportionable outgoings (see 32A(c) below).

32A(c) - taxes rates and charges:

**32A(c)(i)** – the total amount of any rates, taxes, charges or other similar outgoings affecting the land and any interest payable on any part of those rates, taxes, charges or outgoings which is unpaid including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale and which the vendor might reasonably be expected to have knowledge of:

See 32A(c)(ii) below.

32A(c)(ii) - the total amount of those rates, taxes charges or other similar outgoings and interest does not exceed:

Outgoings do not exceed \$3,000.

**32A(d)** – in the case of a terms contract where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, the information set out in Schedule 2:

Not applicable.

#### Section 32B Insurance details in respect of the land

**32B(a)** – if the contract for the sale of the land does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land:

The contract provides for the land to remain at the risk of the vendor until settlement (see General Condition 24.1 of the Contract of Sale), however the purchaser should make their own insurance arrangements.

**32B(b)** – if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence, particulars of any required insurance under that Act applying to that residence:

Not applicable.



#### Section 32C Land use matters in relation to the land

**32C(a)** - a description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) and particulars of any existing failure to comply with the terms of that easement, covenant or restriction:

The vendor is not aware of any unregistered easement, save as follows:

If the National Broadband Network (NBN) is connected to the property (see under "Section 32H Disclosure of non-connected services" below) any NBN cables traversing the property constitute an unregistered easement.

The vendor is not aware of any existing failure to comply with the terms of any easement, covenant, caveat or similar restriction, but discloses as follows:

Sewers/drains, underground cables, overhead cables (if any) may be laid outside registered easements.

**32C(b)** – statement as to whether the property is in a designated bushfire prone area:

The property is not within a designated bushfire prone area.

32C(c) – statement as to whether there is access to the property by road:

There is access to the property by road.

32C(d) - planning scheme details:

32C(d)(i) - the name of the planning scheme: See attached certificate.

32C(d)(ii) – the name of the responsible authority: See attached certificate.

32C(d)(ii) - the zoning of the land: See attached certificate.

32C(d)(iv) – the name of any planning overlay affecting the land: See attached certificate.

#### **Section 32D Notices**

**32D(a)** - particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

The vendor has no way of knowing the contents of any of the documents referred to above unless

communicated to the vendor by the relevant public authority or government department.

**32D(b)** – particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

The vendor has no way of knowing the contents of any property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals unless communicated to the vendor by the relevant public authority or government department.

32D(c) - particulars of any notice of intention to acquire served under section 6 of the Land Acquisition and Compensation Act 1986;

The vendor has no way of knowing the contents of any notices of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986 unless communicated to the vendor by the relevant public authority or government department.

#### **Section 32E Building Permits**

**32E** - if there is a residence on the land, particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years in relation to a building on the land:

If any, as contained in the attached certificates and searches.

#### **Section 32F Owners Corporation**

32F(1) whether the land is affected by an owners corporation:

The land is not affected by an owners corporation.

#### Section 32G Growth Areas Infrastructure Contribution (GAIC)

Work-in-Kind Agreement 2G(1) - the section 32 statement must specify whether the land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act* 1987), is:

32G(1)(a) - land that is to be transferred under the agreement:

The land is not to be transferred under any work-in-kind agreement.

32G(1)(b) - land on which works are to be carried out under the agreement (other than Crown land):

The land is not land on which works are to be carried out under any agreement.

32G(1)(c) – land in respect of which a growth areas infrastructure contribution is imposed:

The land is not land in respect of which a GAIC is imposed.

**GAIC Recording -** the following certificates or notices must be attached to a section 32 statement in the case of land in respect of which there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act* 1987):

**32G(2)(a)** – any certificate of release from liability to pay a growth areas infrastructure contribution imposed in respect of the land issued under that Part:

There is no GAIC recording - no certificate required.

32G(2)(b) – any certificate of deferral of the liability to pay the whole or part of a growth areas infrastructure contribution imposed in respect of the land issued under that Part:

There is no GAIC recording - no certificate required.

32G(2)(c) – any certificate of exemption from liability to pay a growth areas infrastructure contribution imposed in respect of the land issued under that Part:

There is no GAIC recording - no certificate required.

32G(2)(d) - any certificate of staged payment approval:

There is no GAIC recording - no certificate required.

32G(2)(e) - any certificate of no GAIC liability relating to the land issued under that Part:

There is no GAIC recording - no certificate required.

32G(2)(f) – any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay a growth areas infrastructure contribution imposed in respect of the land or an exemption from that liability:

There is no GAIC recording - no notice required.

**32G(2)(g)** – if no certificate or notice of a type specified in paragraphs (a) to (f) is provided, a GAIC certificate relating to the land issued under that Part:

There is no GAIC recording - no certificate required.

#### Section 32H Disclosure of non-connected services

32H(a) Electricity supply: Electricity is connected.

32H(b) Gas supply: Gas is connected.

32H(c) Water supply: Water is connected.

32H(d) Sewerage: Sewerage is connected.

**32H(e)** Telephone: **Telephone is connected.** 

32C National Broadband Network (NBN): Not connected.

#### Section 32l Evidence of Title

321 - the following documents are attached if applicable:

**32l(a)** - in the case of land under the *Transfer of Land Act* 1958 – a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location: **See attached Register Search Statement and plan.** 

32I(b) – in the case of general law land - the last conveyance in the chain of title to the land or any other document which gives evidence of the vendor's title to the land: Not applicable, as the land is land under the *Transfer of Land Act* 1958 (see 32(I)(a) above.

**32I(c)** – if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land: The vendor is selling the property as property owner. **Relevant evidence of vendor's right to sell as property owner is attached.** 

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962 and confirms that the statement was signed by the vendor and given to the purchaser before the purchaser signed any contract.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

#### Signature/s of Purchaser/s

*X Fonska, Saroji Chandinauly 2019   10:11 AEST  Print name in full: Fönseka, Saroji Chandina	X  Print name in full:
*X 25 July 2019   20:47 AEST  Print name in full: Fonseka, Warnege Tilesh	X
*X Print name in full:	X Print name in full:
*XPrint name in full:	X  Print name in full:

Statement of matters affecting land being sold

<sup>\*</sup>SALE OF LAND ACT 1962 - SECT 32

<sup>(1)</sup> A vendor under a contract for the sale of land must give to a purchaser, before the purchaser signs the contract, a statement signed by the vendor that contains the matters and attaches the documents specified in this Division.

<sup>(2)</sup> For the purposes of subsection (1), a vendor may sign the statement to be given to a purchaser under this section by electronic signature.

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# REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 1 of 2

VOLUME 11304 FOLIO 348

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#### LAND DESCRIPTION

Lot 967 on Plan of Subdivision 640497T. PARENT TITLE Volume 11272 Folio 109 Created by instrument PS640497T 23/09/2011

#### REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 7 of a total of 10 equal undivided shares
Sole Proprietor
WARNEGE TILESH FONSEKA of 11/26 EAST PARADE EASTWOOD NSW 2122
As to 3 of a total of 10 equal undivided shares
Sole Proprietor
SAROJI CHANDIMA FONSEKA of 11/26 EAST PARADE EASTWOOD NSW 2122
AL584524L 24/12/2014

#### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL584525J 24/12/2014 COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS640497T 23/09/2011

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987 AE427673J 21/06/2006

#### DIAGRAM LOCATION

SEE PS640497T FOR FURTHER DETAILS AND BOUNDARIES

#### ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT------

Additional information: (not part of the Register Search Statement)

Street Address: 22 SHOAL CIRCUIT DOREEN VIC 3754

#### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA Effective from 23/10/2016

Title 11304/348 Page 1 of 2

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

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DOCUMENT END

Title 11304/348 Page 2 of 2



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#### PLAN OF SUBDIVISION

Stage No.

LRS use only

EDITION 2

Plan Number

PS 640497T

Location of Land

Parish: MORANG

Township: -Section: -

Crown Allotment: 20A (PART)

Crown Portion: -Title References

VOL 11272 FOL 109

Last Plan Reference: Lot T on PS 633571Y

Postal Address: (At time of subdivision)

**BRIDGE INN ROAD** DOREEN 3754

MGA Co-ordinates:

333 040

Zone 55 5 836 400 Ν

Vesting of Roads or Reserves

Identifier ROAD R-1 RESERVE Nos.1 to 4

Legend:

Council/Body/Person WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL Council Certification and Endorsement

WHITTLESEA CITY COUNCIL Council Name:

- 1. This Plan is certified under Section 6 of the Subdivision Act 1988.
- 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 ...../
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE

- A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.
- (ii) The requirement has been satisfied.
- The requirement is to be satisfied in Stage

Council delegate Council seal Date 1 1

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate Council seal Date

#### Notations

Depth Limitations: 15.24 metres below the surface

This is not a staged subdivision Planning permit No. 708945

FOR BUILDING ENVELOPE INFORMATION, SEE INSTRUMENT APPLICATION PS640497T.

The common provisions of memorandum registered in dealing no. AA1167 is incorporated into and by this Plan.

This is a SPEAR plan.

Lots 1 to 949, 1001 to 1048 and A to T (all inclusive) have been omitted from this plan

Survey: This plan is based on survey in PS 629839F

This survey has been connected to permanent mark no(s). PM 39 & PM 74 in Proclaimed Survey Area no. -

Easement	Informati	ion

A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

LRS use only

Statement of compliance/ **Exemption Statement** 

Received

Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
Drainage & Sewerage	2	PS 633559N	Land in PS 633559N	
Sewerage	2	PS 633559N	Yarra Valley Water Limited	
Drainage & Sewerage	3	This Plan	Land in this Plan	
Sewerage	3	This Plan	Yarra Valley Water Limited	
Drainage & Sewerage	2	This Plan	Land in this Plan	-
Sewerage	2	This Plan	Yarra Valley Water Limited	
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Date: 19/09/2011

LRS use only

PLAN REGISTERED

TIME 12:30PM

Date: 23/09/2011

B Toscano

Assistant Registrar of Titles.

VANTAGE POINT ESTATE - STAGE 9A (53 LOTS)

AREA OF STAGE - 3.792ha

Sheet 1 of 6 Sheets

CPG 24 Albert Road PO Box 305 South Melbourne Vic 3205 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global com A subsidiary of Downer EDI Limited LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE - DIGITALLY SIGNED

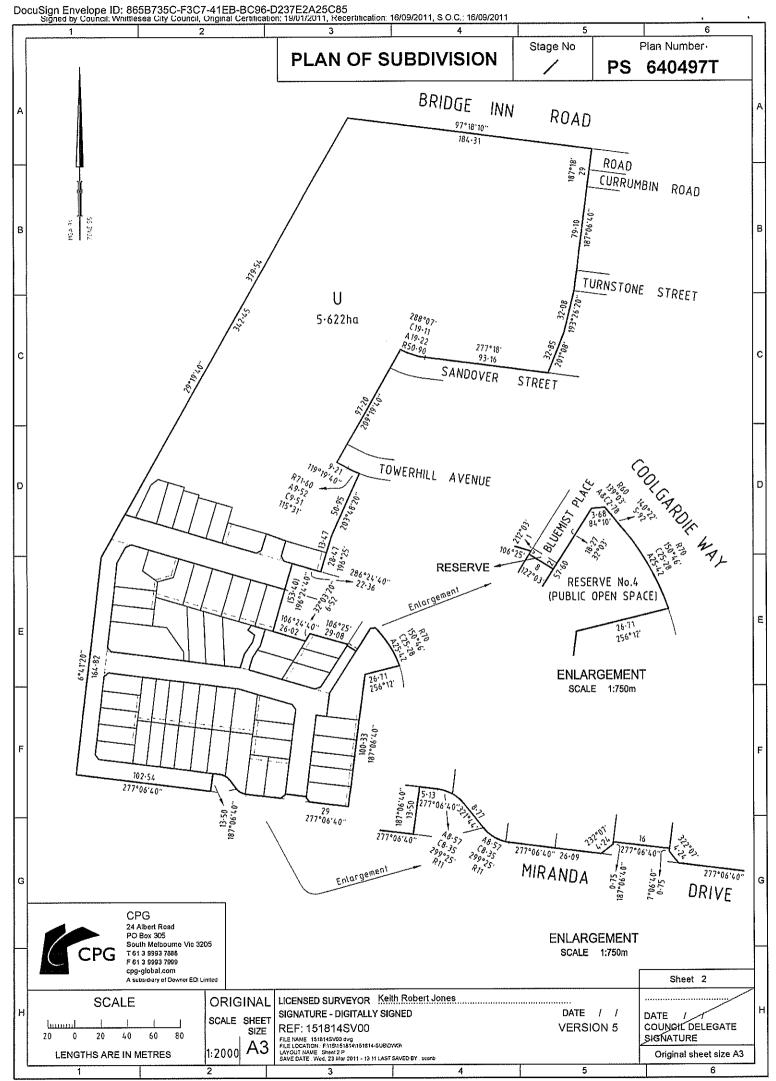
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### **MODIFICATION TABLE**

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

# PLAN NUMBER PS640497T

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
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# APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the La	and Titles Office	by;		
Name:	Maddocks		•	
Phone: Address:	9288 0555 140 William St	reet, Melbourne	3000 or DX 259	Melbourne ,
Ref:	TGM:KJM:LG0			Customer Code: 1167E
				181(1) of the <i>Planning and</i> gister for the land.
Land: Volume	10517 Folio 85	9		
				•
Authority: Whittle	esea City Counc	cil of Civic Centi	e, Ferres Bouleva	ard, South Morang, Victoria
Section and Act		agreement m	ade: Section 1	73 of the <i>Planning and</i>
A copy of the ag	reement is attac	ched to this app	lication	
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Office held:			· · · · · · · · · · · · · · · · · · ·	ive officer
Date:			16/6/6	• • • • • • • • • • • • • • • • • • • •

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Date 16 / 6 /2006

# Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

# Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 690 Bridge Inn Road, Doreen

Whittlesea City Council and

Kayray Pty Ltd ACN 088 184 098

AE427673J

21/06/2006 \$92.30 17

Interstate office Sydney Affiliated offices Adelaide, Auckland, Beijing, Brisbane, Colombo, Dubai, Hong Kong, Jakarta, Kusla Lumpur, Mani's, Mumbai, New Delhi, Perth, Singapore, Tianjin

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AE427673J

21/06/2006 \$92.30

172

# Agreement under Section 173 of the Planning and Environment Act 1987

DATE

/2006

#### BETWEEN

#### WHITTLESEA CITY COUNCIL

of Civic Centre, Ferres Boulevard, South Morang, Victoria

(Council)

AND

#### **KAYRAY PTY LTD ACN 088 184 098**

of Level 3, 1C Homebush Bay Drive, Rhodes, New South Wales

(Owner)

#### **RECITALS**

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 1 June 2005 Council issued Planning Permit No. 708945 (Planning Permit) allowing a multi lot residential subdivision and construction of a dwelling on each lot created and removal and pruning of selected native vegetation on the Subject Land in accordance with the Endorsed Plans. Conditions 23(b) and 24 of the Planning Permit require the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 23(b) of the Planning Permit provides that:

"Prior to the issue of the Statement of Compliance for each stage the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning & Environment Act or any other alternative restriction deemed satisfactory by the Responsible Authority which requires that the development of each lot must be in accordance with the approved Design and Development Plan and that this information be included on the title of each individual allotment."

E. Condition 24 of the Planning Permit provides that:

"Prior to the issue of the Statement of Compliance the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning & Environment Act 1987 which requires that the following issues/matters are addressed as specific requirements on the titles of individual allotments containing trees to be retained:

(i) Plan containing dimensioned tree protection envelope and development envelope for each allotment.

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- (ii) No buildings or works (including paving) are to be constructed or development occur within the boundaries of the tree envelopes/exclusion zones.
- (iii) Any building or works occurring within the development envelope must be undertaken in accordance with the Building Envelope Plan(s), and any conditions/requirements thereof approved under this permit, unless written consent is obtained from the responsible authority to vary the Plan.
- (iv) No trees shown for retention shall be removed, lopped or destroyed without approval of the responsible authority.
- (v) In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the tree protection envelope. Prior to re-instatement of the entire tree including roots must be removed from the site.
- (vi) Any tree that is removed from the site must be made available for use by the responsible authority within the local area for habitat or public art purposes.
- (vii) Any tree that is removed or destroyed will be subject to the appropriate offset and net gain requirements as specified in the Whittlesea Planning Scheme and/or relevant state government requirements/ legislation applicable at the time relating to offset requirements.
- (viii) No further subdivision of the allotments containing trees with the exception of minor boundary realignments subject to the approval of the responsible authority.

All costs associated with the preparation and execution of the agreement, or alternative restriction, must be bome by the permit holder."

- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage Nos. AD573075V and AD684963U in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement:

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- G.1 ato give effect to the requirements of the Planning Permit; and
- G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

#### THE PARTIES AGREE

#### 1. **DEFINITIONS**

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

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Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Building has the same meaning as in the Act and includes dwellings and swimming pools and tennis courts.

Building Envelope means the area delineated and identified on the Endorsed Plans as a 'building envelope' or the like.

Design and Development Plan means the plan(s) endorsed with the stamp of Council from time to time in accordance with condition 23(a) of the Planning Permit. A copy of the Design and Development Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Endorsed Plans means the plans endorsed with the stamp of Council from time to time as the plans which form part of the Planning Permit. A copy of the Endorsed Plans are available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on the Endorsed Plans.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 690 Bridge Inn Road, Doreen being the land referred to in Certificate of Title Volume 10517 Folio 859 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Tree Exclusion Zone means each area delineated and identified on lots 122, 123, 124 and 126 as a 'tree exclusion zone' on the Endorsed Plans.

Tree to be Retained means any tree which is located within a Tree Exclusion Zone.

Works has the same meaning as in the Act and includes excavation; trenching, filling, paving and installation of underground services.

#### 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

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- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

#### 3. SPECIFIC OBLIGATIONS OF THE OWNER

#### 3.1 Compliance with Design and Development Plan

The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the consent of Council, the development of the Subject Land must be in accordance with the Design and Development Plan, all to the satisfaction of Council.

#### 3.2 Tree Exclusion Zone

The Owner covenants and agrees that:

- 3.2.1 a fully dimensioned plan must be submitted to Council for approval, setting out the Tree Exclusion Zone and Building Envelope for each lot;
- 3.2.2 the Owner must not erect nor construct nor permit nor allow to be erected or constructed any Building or the carrying out of any Works within a Tree Exclusion Zone;
- 3.2.3 no Tree to be Retained may be, or allowed to be, removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted, damaged or pruned (other than for light weight ornamental shaping) on the Subject Land without the prior written consent of Council;
- 3.2.4 subject to clause 3.2.3, if the Tree to be Retained is removed from the Subject Land by the Owner for any reason, for example, disease, the entire tree, including the roots, must be removed from the Subject Land and a new advanced tree of the same species must be reinstated within a Tree Exclusion Zone;
- 3.2.5 any tree located within a Tree Exclusion Zone that is removed from the Subject Land must be made available for use by Council within the local area for habitat or public art purposes;

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3.2.6 any tree located within a Tree Exclusion Zone that is removed or destroyed from the Subject Land will be subject to the appropriate offset and net gain requirements calculated in accordance with the Victoria's Native Vegetation Management – A Framework for Action incorporated in the Planning Scheme and/or relevant state government requirements/legislation applicable at the time relating to offset requirements.

#### 3.3 Building Envelope

The Owner covenants and agrees that, without the prior written consent of Council, the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building or Works on any lot which contains a Tree Exclusion Zone outside of the Building Envelope.

#### 3.4 No further subdivision

The Owner covenants and agrees that, except with the prior written consent of Council, no lot containing a Tree to be Retained may be further subdivided (except for minor boundary realignments where the prior consent of Council has been obtained) in any way so as to create additional lots.

#### 4. FURTHER OBLIGATIONS OF THE OWNER

#### 4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

#### 4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

#### 4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

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#### 5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

#### 6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement (including purchasers of individual lots on unregistered plans of subdivision of the Subject Land, which purchasers have received written notice of the requirement for this Agreement), no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

#### 7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

#### 8. GENERAL MATTERS

#### 8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;
- by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

#### 8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or

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8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

#### 8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

#### 8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

#### 8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

#### 9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

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THE COMMON SEAL of WHITTLESEA CITY COUNCIL is affixed in the presence of:	) ) Chief Executive Officer
EXECUTED by KAYRAY PTY LTD ACN 088 184 098 by its Attorney Peter John Howkes under a Power of Attorney dated 20 July 2005 in the presence of:  Witness  DAMD STEPHEN LIEBS Full name of Witness	
Mortgagee's  BOS International (Australia) Ltd as Mortgagee of reg Owner entering into this Agreement and in the ev possession, agrees to be bound by the covenants and co	istered mortgage No. AD573075V consents to the ent that the Mortgagee becomes Mortgagee-in-
EXECUTED by BOS INTERNATIONAL (AUSTRALIA) LTD ACN 066 601 250 by being signed by those persons who are authorised to sign for the company:	EXECUTED by BOS international (Australia) Ltd AB.N. 23 066 001 250 by its duly constituted Attorneye  GERRY D'ROSARIO  (ASSOCIATE DIRECTOR)  under Power of Attorney dated 19 July 2005 (a certified copy of which is filed in the Permanent Order Book No. 277 at page 21 item 3
CHELON, JEINEY PAVEIRA	Full name who at the date hereof had no notice of revocation of such, in the presence of:  Usual address 5/600 Bourke St Malbourne  Director (or Company Secretary)  Full name
	Usual address

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Australand Land and Housing No 6 (Baldi) Pty Ltd as Mortgagee of registered mortgage No. AD684963U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED by AUSTRALAND LAND AND HOUSING NO 6 (BALDI) PTY LTD ACN 106 405 047 by being signed by those persons who are authorised to sign for the company:

Director

PETER JOHN HOWREN

Full name

Usual address

Director (or Company Secretary)

Full name

Usual address

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#### Property Report from www.land.vic.gov.au on 24 July 2019 11:49 AM

Address: 22 SHOAL CIRCUIT DOREEN 3754

Lot / Plan: Lot 967 PS640497

SPI (Standard Parcel Identifier): 967\PS640497

Local Government (Council): WHITTLESEA Council Property Number: 804914

Directory Reference: Melway 390 K11

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website <a href="https://www.vba.vic.gov.au">www.vba.vic.gov.au</a>

#### **Parcel Details**

Lot/Plan or Crown Description	SPI
Lot 967 PS640497	967\PS640497

#### State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: YAN YEAN

#### **Utilities**

Rural Water Corporation: Southern Rural Water Melbourne Water Retailer: Yarra Valley Water Melbourne Water: inside drainage boundary

Power Distributor: AUSNET (Information about choosing an electricity retailer)

#### **Planning Zone Summary**

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlays: <u>DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)</u>

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)

DEVELOPMENT PLAN OVERLAY (DPO)

**DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)** 

INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)

<u>VEGETATION PROTECTION OVERLAY (VPO)</u>

<u>VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)</u>

#### **Further Planning Information**

Planning scheme data last updated on 17 July 2019.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of the land can be obtained by contacting the local council or by visiting <u>Planning Schemes Online</u>

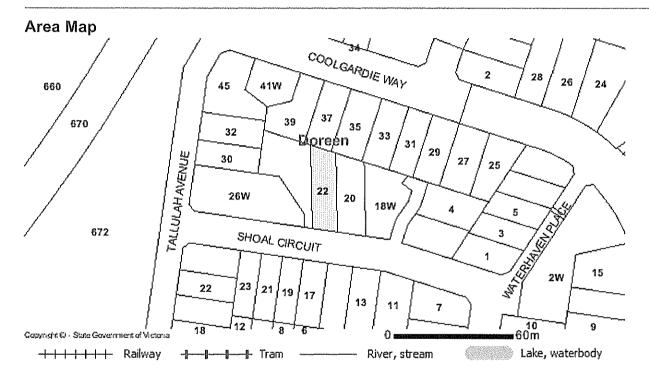
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a **Planning Certificate** go to <u>Titles and Property Certificates</u>

The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au



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Date of issue 15/07/2019

Assessment No. 804914

Certificate No. 118187

Your reference 32115231-014-5

Landata GPO Box 527 MELBOURNE VIC 3001

#### Land information certificate for the rating year ending 30 June 2020 Section 229 Local Government Act 1989

Property location: 22 Shoal Circuit DOREEN 3754

Description: LOT: 967 PS: 640497T

**Net Annual Value** Level of values date Valuation operative date Capital Improved Value Site Value \$540,000 1 January 2019 1 July 2019 \$290,000 \$27,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

#### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2019 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 29 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges		
General rate levied on 01/07/2019	\$1,388.46	
State CFA fixed charge Residential levied on 01/07/2019	\$111.00	
State CFA levy Residential levied on 01/07/2019	\$35.64	
Waste Service Charge (Res/Rural) levied on 01/07/2019	\$110.50	
Arrears to 30/06/2019	\$0.00	
Interest to 15/07/2019	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	\$0.00	
Balance of rates & charges due:	\$	1,645.60
Property debts		

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due

\$1,645.60

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2107.

**Council Offices** 25 Ferres Boulevard South Morang VIC 3752 Locked Bag 1 Bundoora MDC VIC 3083 www.whittlesea.vic.gov.au ABN 72 431 091 058

Tel 03 9217 2170 Fax 03 9217 2111 TTY 133 677 (ask for 9217 2170) Email info@whittlesea.vic.gov.au

Free Telephone Interpreter Service Hrvatski 9679 9872 9679 9871 9679 9857 9679 9873 廣東語 Ελληνικά 9679 9877 Italiano 9679 9874 Türkçe Македонски 9679 9875 Việt-ngữ 9679 9878 普通话 9679 9876 Other 9679 9879

#### 2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

#### 3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act* 1989 or under a local law of the Council: No Orders applicable.

#### 4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

#### 5. Special notes:

In accordance with section 175 (1) of the *Local Government Act* 1989, the purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

#### Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act* 1983. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

#### 6. Other information:

Received the sum of \$27.00 being the fee for this certificate.

Certificate prepared by

Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act* 1958, *Local Government Act* 1989 or under a local law of the Council and specified flood level by the Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.

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www.whittlesea.vic.gov.au Ref 804914

Phone 1300 301 185 Ref 804914



Biller Code **5157** Ref 804914



YARRA VALLEY WATER

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com au yvw.com.au

13th July 2019

Lawyers Real Estate C/- InfoTrack (ActionStep) C/-LANDATA

Dear Lawyers Real Estate C/- InfoTrack (ActionStep) C/-,

#### **RE: Application for Water Information Statement**

Property Address:	22 SHOAL CIRCUIT DOREEN 3754	
Applicant	awyers Real Estate C/- InfoTrack (ActionStep) C/-	
	LANDATA	
Information Statement	30475806	
Conveyancing Account Number	7959580000	
Your Reference	351052	

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Encumbrance Statement
- > Melbourne Water Encumbrance Statement
- Asset Plan
- > Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address <a href="mailto:enquiry@yvw.com.au">enquiry@yvw.com.au</a>. For further information you can also refer to the Yarra Valley Water website at <a href="mailto:www.yvw.com.au">www.yvw.com.au</a>.

Yours sincerely,

Steve Lennox

GENERAL MANAGER

RETAIL SERVICES

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YARRA VALLEY WATER ABN 93 066 907 501

Lucknow Street Mitcham Victoria 3132

Private 8ag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

#### Yarra Valley Water Encumbrance

Property Address	22 SHOAL CIRCUIT DOREEN 3754	

STATEMENT UNDER SECTION 158 WATER ACT 1989

#### THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

- 1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
- 2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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YARRA VALLEY WATER ABN 93 066 902 501

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

#### Melbourne Water Encumbrance

Property Address	22 SHOAL CIRCUIT DOREEN 3754

STATEMENT UNDER SECTION 158 WATER ACT 1989

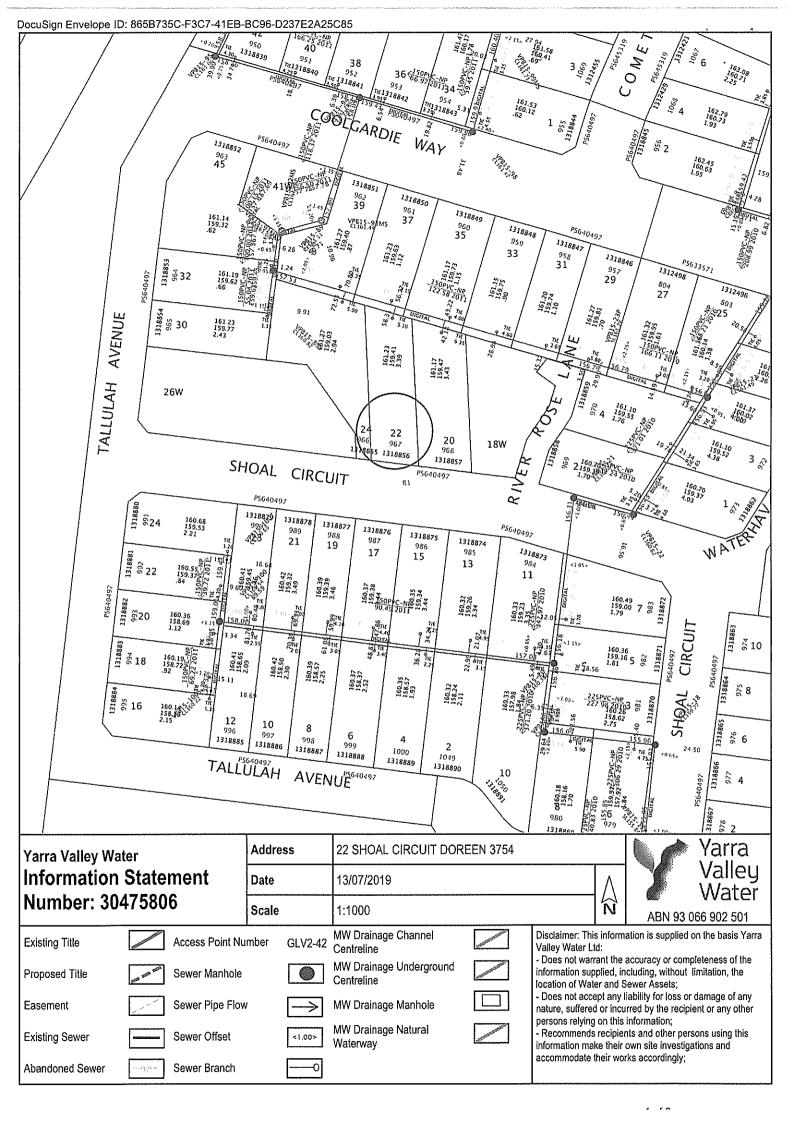
#### THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

- 1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
- 2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.





Lawyers Real Estate C/- InfoTrack (ActionStep) C/-LANDATA certificates@landata.vic.gov.au

YARRA VALLEY WATER

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

#### RATES CERTIFICATE

Account No: 0536387606 Date of Issue: 13/07/2019 Rate Certificate No: 30475806

Your Ref: 351052

With reference to your request for details regarding:

Property Address	Lot & Plan	<b>Property Number</b>	Property Type
22 SHOAL CCT, DOREEN VIC 3754	967\PS640497	5036011	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2019 to 30-09-2019	\$19.63	\$19.63
Residential Sewer Service Charge	01-07-2019 to 30-09-2019	\$115.19	\$115.19
Parks Fee	01-07-2019 to 30-06-2020	\$79.02	\$79.02
Drainage Fee	01-07-2019 to 30-09-2019	\$25.66	\$25.66
Other Charges:			
Interest No interes	t applicable at this time		
No further charg	es applicable to this property		
	Balance Brou	ght Forward	\$0.00
	Total for T	his Property	\$239.50
		Total Due	\$239.50

GENERAL MANAGER RETAIL SERVICES

#### Note:

- 1. Invoices generated with Residential Water Usage during the period 01/07/2017 30/09/2017 will include a Government Water Rebate of \$100.
- 2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- 3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- 4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
- 5. Any deferred property debt is included in the arrears figures.
- 6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the

Water Act 1989.

- 7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
- 8. From 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres
- 9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre
- 10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre
- 11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre

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YARRA VALLEY WATER ABN 93 066 502 501

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au yvw.com.au

**Property No: 5036011** 

Address: 22 SHOAL CCT, DOREEN VIC 3754

Water Information Statement Number: 30475806

## HOW TO FAY



Biller Code: 344366 Ref: 05363876063



Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water

GPO Box 2860 Melbourne VIC 3001

Amount		
Paid		
	L	

Date	
Paid	

Receipt	
Number	

Please Note: BPAY is available for individual property settlements.

#### PROPERTY SETTLEMENT REMITTANCE ADVICE

**Property No: 5036011** 

Address: 22 SHOAL CCT, DOREEN VIC 3754

Water Information Statement Number: 30475806

**Cheque Amount: \$** 

**→** •



YARRA VALLEY WATER

Lucknow Street Mitcham Victoria 3132

Private Bag 1 Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au

#### Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

#### Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyencers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

#### Want to know more or register?

Please visit the PEXA website or contact them directly:

#### https://www.pexa.com.au/howpexaworks

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national

public holidays

Email: support@pexa.com.au

## **Land Tax Clearance Certificate**

#### Land Tax Act 2005



INFOTRACK / LAWYERS REAL ESTATE

Your Reference:

9612: FONSEKA - SALE OF 22

Certificate No:

31304366

Issue Date:

16 JUL 2019

**Enquiries:** 

CXC4

Land Address:

22 SHOAL CIRCUIT DOREEN VIC 3754

Land Id 39213268 Lot 967

Plan

Volume 11304 Folio 348 Tax Payable

967

640497 640497

Vendor:

WARNEGE FONSEKA

Purchaser:

FOR INFORMATION PURPOSES

**Current Land Tax** 

Year

Taxable Value Proportional Tax

Penalty/Interest

Total

\$0.00

WARNEGE TILESH FONSEKA

2019

\$315,000

\$405.00

\$0.00

\$0.00

Land Tax of \$405.00 has been assessed for 2019, an amount of \$405.00 has been paid.

**Current Vacant Residential Land Tax** 

Year

Taxable Value Proportional Tax

Penalty/Interest

Total

Comments:

Arrears of Land Tax

Year

Proportional Tax Penalty/Interest

Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick

Commissioner of State Revenue

**CAPITAL IMP VALUE:** \$590,000

SITE VALUE:

\$315,000

**AMOUNT PAYABLE:** 

\$0.00



# Notes to Certificates Under Section 105 of the Land Tax Act 2005

Certificate No: 31304366

- 1. Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- 2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- 3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- 4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- 6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- 7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
  - a. vendor, or
  - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- 8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.

- 9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- 10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- 11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

#### For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP Land Tax = \$405.00

Taxable Value = \$315,000

Calculated as \$275 plus (\$315,000 - \$250,000) multiplied by 0.200 cents.

#### Land Tax Clearance Certificate - Payment Options

BPAY

B PAY Biller Code: 5249 Ref: 31304366

#### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 31304366

Visa or Mastercard.

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax



**8 Phone** (03) 9217 2170

9 TTY 133 677 (ask for (03) 9217 2170) 🖾 Mail

& Fax (03) 9409 9880

(\$) Website www whittlesea vic gov au-

ČĎ Email

ABN

Offices

info@whittlesea.vic.gov.au Locked Bag 1, Bundoora 3083 25 Ferres Blvd, South Morang 3752

72 431 091 058

#### Valuations, Rates & Charges

For the period 1 July 2018 to 30 June 2019

Issue Date 11/07/2018

CONTROL OF THE PROPERTY OF THE W T Fonseka & S C Fonseka

004-2121 (63966)

paid Bipay

#### Assessment Number

0804914

Rates & charges pavable for this year \$1,690.95

Brick & Rubble Waste

#### Property Details

22 Shoal Circuit DOREEN VIC 3754 LOT 967 PS 640497T

Ward North **AVPCC 110 Detached Dwelling** Land Use Residential

Land use is for State fire services levy purposes only.

#### Rating Details

Overdue Balance at 30/06/2018	\$0.00
Net payments and other adjustments	-\$0.02
General rate 29,500.00 x 0.04930848	\$1,454.60
State CFA fixed charge Residential 1.00 x 109.00	\$109.00
State CFA levy Residential 590,000.00 x 0.00005800	\$34.22
Waste Service Charge (Res/Rural) 1.00 x 93.15	\$93.15
Rates pensioner concession	\$0.00
State fire services pensioner concession	\$0.00
Rates Rebate	\$0.00

#### Valuation Details

Site value \$315,000 Capital improved value \$590,000 Net annual value \$29,500 Level of value date 01/01/2018 Valuation operative date 01/07/2018

These valuations have been prepared for rating and taxation purposes only and are not intended for any other use.

Council has coreplied with the Victorian Government's raise cap of 2.25%. The rap applies to the average amount increase of rates and charges

The cases and charges for your property may have excessed or decreased by a different percentage amount for the following consum:

- The valuation of your moderny relative to the variation of other properties in the momentality,
- the apple ation of any differential rate by Council. The inclusion of other cases and changes not covered
- by the Victorian Governorm is rate cap-

## Payment Options

#### Quarterly instalments

1st Instalment By 30/09/2018 \$424.95

2nd Instalment By 30/11/2018 \$422.00

3rd Instalment 8y 28/02/2019 \$422.00

4th instalment By 31/05/2019 \$422.00

if full payment of the first instalment is not received by the due date, your account will revert to the lump sum aption shown below. If this accurs you will not receive instalment notices for the remainder of this rating year.



Payable by 15/02/2019 \$1,690.95

#### 9 Monthly payments

1st payment by 30/09/2018 By application only - closes 31/08/2018 See application form for details.

#### 18 Fornightly payments

1st payment by 30/09/2018 By application only - closes 31/08/2018 See application form for details.

# Conditions apply (50)

#### Pavment Methods



www.whittlesea.vic.gov.au



💮 VISA

Phone 1300 301 185



O VISA



Council Offices

Ash it begins or \$1300b. report \$3000 to 500 protoco to for (except public ballidays)



Biller Code: 5157

Ref: 0804914

BBW Harpayarand vapind and in photo Carking Bibbs Mayor - News, star pay this felt going interest banding BPAV View Registration No. 0804914



Mall

PO Box 2002 Preston Vic 3072 illy and allow for payent delay.



350 8049141 \$424.95



Billpay Code: 0350 Ref: 8049141

Fay respectively as any post office, plotter \$3.18.16 or go for

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350 8049141 \$1,690.95



238388-001 001365(2729) R

MR W FONSEKA & MR S FONSEKA



## Quarterly Bill

Enquiries 1300 304 688

Faults 13 2762 (24hrs)

Account Number

05 3638 7606

Invoice Number

0533 5840 34045

iarah Dila

\$158.43

28 May 2019

Need more time to pay? Go to yvw.com.au/extend or call 1300 304 688

#### ACCOUNT SUMMARY

#### 22 SHOAL CCT, DOREEN

Property Number 5036 011, PS 640497

Product/Service	Amount
Water Supply System Charge	\$19.41
Sewerage System Charge	\$113.89
Yarra Valley Water Total	\$133.30

#### **Other Authority Charges**

Waterways and Drainage Charge on behalf of Melbourne Water \$25.13

TOTAL (GST does not apply) \$158.43

#### PAYMENT SUMMARY

Last Account	\$156.68
Paid/Adjusted	-\$156.68
Balance	\$0.00
Total this Account	+\$158.43
Amount Due	\$158.43

#### WATER USAGE

No Water Usage has been charged on this account.

#### Yarra Valley Water



#### 22 SHOAL CCT, DOREEN

To claim an automatic concession on your account, update your details online at yvw.com.au/online or call 1800 680 824. Please see reverse for details.

# **Payment Slip**

**Account Number** 

05 3638 7606

Invoice Number

0533 5840 34045

Mark Maria

\$158.43

Dine Dine

28 May 2019